

SOUTH AFRICA / JUDGMENT

National Credit Regulator v Tengizak CC (NCT/91474/2017/57(1)) [2018] ZANCT 47 (2 July 2018)

[2018] ZANCT 47

COURT

National Consumer Tribunal

BEFORE

Penelope Beck, Nomfundo Maseti, Trevor Bailey

CASE / FILE NUMBER

NCT/91474/2017/57(1)

Source: saflii.org · Research copy typeset by Esheria. Not court-issued or certified.

Source record

IN

THE NATIONAL CONSUMER TRIBUNAL

HELD

IN CENTURION

Case number: NCT/91474/2017/57(1)
In

the matter between: NATIONAL
CREDIT
REGULATOR APPLICANT
And
TENGIZAK
CC RESPONDENT

Coram: Ms
Penelope Beck –
Presiding Member2/
Ms
Nomfundo Maseti – Tribunal Member
Mr
Trevor Bailey
– Tribunal Member
Date
of Hearing
– 23 May 2018

JUDGMENT**AND REASONS****THE APPLICANT**

1. The Applicant, in this matter, is the National Credit Regulator ("the NCR"); an organ of state within the public administration established in terms of Section 12 of the National Credit Act 34 of 2005 ("the NCA"). The NCR has its address at 127 Fifteenth Road, Randjespark, Midrand, ("hereinafter referred to as the Applicant").
2. The Applicant's founding affidavit is deposed to by Ms Jacqueline Peters, Manager for Investigations and Enforcement in the employ of the Applicant.
3. At the hearing of 23 May 2018, the Applicant was represented by Ms Sphiwe Mashaba together with Ms Kathrine Germishuys.

THE RESPONDENT

4. The Respondent is Tengizak CC, a close corporation incorporated in terms of the company laws of South Africa under registration number 2009/101073/23, hereinafter referred to as ("the Respondent"). It has its registered business address at 62 Charl Celliers Avenue, Malanshof, 2nd Floor, Alberton North, 1450; Alternatively at 65 Joseph Street, Lynwood Glen, Pretoria.
5. The Respondent is a registered credit provider with the Applicant, with registration number NCRCP 3986.
6. At the hearing of 23 May 2018, the Respondent was represented by Counsel, Ms Inge Oschman.

THE APPLICATION

7. The Applicant is applying to cancel the registration of the Respondent, with immediate effect, in terms of section 57(1) of the Act and declaring the conduct of the Respondent in contravention of the Act, as prohibited in terms of section 150(a) of the Act.
8. In addition, the Applicant seeks the following orders:
 - 8.1 Imposing an administrative fine against the Respondent in the sum of R1 000 000 or 10% of the Respondent's annual turnover during the preceding financial year, whichever is greater;
 - 8.2 Compelling the Respondent, to refund all affected consumers who were charged a pick-up and/or delivery fee and take every reasonable step to locate every consumer for the purposes of effecting the repayment;

8.3 Compelling the Respondent to appoint an auditor, at its own cost, to verify and confirm that the Respondent has accurately calculated the amount owing to each consumer who has been affected by the Respondent's overcharging;

8.4 Compelling the Respondent to submit a report in respect of the aforesaid audit within 60 days of the date of this order, detailing the following:

The amount of all repayments made by the Respondent, and confirmed by the auditor;

The recipients of all repayments; and

The steps taken by the Respondent to locate any consumers which it was not able to locate; and

8.5 Making any other appropriate order required to give effect to the consumers' rights in terms of Section 150(i) of the Act.

BACKGROUND

9. On or about 8 July 2016, the Applicant received a formal complaint from a consumer, Blondy Mahlangu (hereinafter referred to as "the Complainant") about the Respondent in terms of Section 136(1) of the Act.

10. The complaint can be summarised as follows:

10.1 The Complainant was approached by an agent of the Respondent, identified as Ina, with an offer of a cash loan on or around October 2015;

10.2 The Complainant requested a loan of R300;

10.3 The agent of the Respondent completed the pre-agreement quotation wherein it is stated that the Complainant requested a loan of R400,[1] totalling to R590 including credit costs and a delivery fee of R60;

10.4 The credit agreement was approved on or about 23 November 2015, while the money was delivered to the Complainant on 1 December 2015;[2]

10.5 As it appears from the complaint, the agent did not advise the Complainant that the repayment had to be made in one instalment, within 31 days from the date of receipt of the loan;

10.6 Repayment of the total loan of R590 was due in January 2015. On 5 December 2015, it appears the Respondent went to the Complainant's

workplace to collect payment but did not find her. As it appears on the unsigned loan form, the Respondent added R170 default fee and a R70 delivery / pick-up fee to the existing total loan of R590. This resulted in the new balance of R830 by the 5th December 2015;[3]

10.7 On or about 14 January 2016, the Respondent's agent collected a repayment of R240 from the Complainant and subsequently completed another pre-agreement quotation with a delivery or pick-up fee of R70, unbeknownst to the Complainant who was under the premise that she was signing a proof of receipt;

10.8 This pre-agreement quote was not followed by another credit agreement, its approval is therefore unclear;

10.9 The Complainant made the following repayments in respect of the aforesaid loan of November/December 2015:

- 1) January 2016 – R240.00;
- 2) February 2016 – R200.00;
- 3) March 2016 – R150.00;
- 4) April 2016 – R300.00;
- 5) May 2016 – R200.00; and
- 6) In June and July 2016, the Respondent requested further payments of R270.00 and R300.00 respectively;

10.10 In total, the Complainant made payments exceeding R1000.00 for the initial request of R300.00. It appears, the Complainant could not afford to settle the loan in a single instalment within the 31 days stipulated in the Form.

10.11 The affordability assessment form compiled by the Respondent reflects a maximum loan of R800 after disposable income^[4]; an amount lower than the new loan balance of R830 due for payment on 1 February 2016;^[5]

10.12 The Complainant wrote to the NCR on or about 23 June 2016 and the complaint was duly received on 8 July 2016; and

10.13 In the complaint, the Complainant alleges that the Respondent charges excessive fees referred to as “pick-up” fees with the fees increasing monthly for consumers in default.

THE APPLICANT'S ACTIONS

11. Pursuant to the aforementioned complaint, the Applicant appointed Mr Godfrey Tladi and Mr Douglas Musandiwa as inspectors to conduct an investigation into the Respondent's business practices in terms of section 25 of the Act.
12. Mr Tladi visited the Respondent's place of business in Alberton on or about 23 May 2017 where he requested to speak to the manager. He was referred to Mr Jason Glynn, who is based at the Respondent's Pretoria branch at 65 Joseph Street, Lynwood Glen, Pretoria.

13. On 25 May 2017, Mr Tladi accompanied by Mr Musandiwa, visited the Respondent's Pretoria branch to conduct an investigation. On arrival, they were introduced to Jason Glynn ("Mr Glynn"), who identified himself as the manager of the Respondent and the authorised person to assist in the matter. An interview was conducted with Mr Glynn and copies of 10 credit agreements were selected for assessment.
14. The 10 credit agreements selected for assessment were agreements concluded in the 2016/2017 period.
15. Mr Tladi compiled an investigation report, annexed as "FA7" of the founding affidavit in which he listed the following findings:
 - 1) The Respondent did not provide proof that credit bureau checks were conducted to determine consumers' debt repayment history as part of the affordability assessment;
 - 2) The Respondent charged consumers delivery/pick-up fees in addition to the loan amount; and
 - 3) The Respondent's pre-agreement quotation and statement are not in the prescribed form.

ISSUES

TO BE DECIDED BY THE TRIBUNAL

16. The Applicant submits that the Respondent is therefore in contravention of: -
 - 16.1 Section 81(2)(a)(i) in that the Respondent did not take reasonable steps to assess the proposed consumers' debt repayment history;
 - 16.2 Section 81(2)(a)(ii) read with Regulation 23A in that the Respondent did not take reasonable steps to assess the proposed consumers' existing financial means, prospects and obligations and also did not collect the consumers' bank statements and proof of income;
 - 16.3 Sections 90(1), 90(2)(a)(i), 90(2)(b) along with Sections 101(1) and 100(1)(a) in that the Respondent charges consumers delivery/pick-up fees on credit agreements;
 - 16.4 Section 92 read with Regulation 28(1) in that the Respondent's pre-agreement quotation and statement are not in the prescribed form;
 - 16.5 Section 93 read with Regulation 30(1) in that the Respondent failed to record and deliver copies of the credit agreements in a paper form or in a printable electronic form but merely retained credit agreements for their own records; and
 - 16.6 Section 170 read with Regulation 55(1)(b)(vi) of the Act in that the Respondent failed to keep proper records of documentation in support of the steps taken in terms of Section 82(2) of the Act.

LEGAL PRINCIPLES

17. Section 57 (1) (c) of the Act states a registration in terms of this Act may be cancelled by the Tribunal on request by the National Credit Regulator if the registrant repeatedly contravenes the Act.
18. Furthermore, Section 150(a) of the Act, on the one hand, affords the Tribunal the authority to make an appropriate order in relation to the prohibited conduct, including declaring conduct to be prohibited in terms of the Act. While Section 151 (1), on the other hand, empowers the Tribunal to impose an administrative fine in respect of prohibited or required conduct in terms of this Act.”
19. In terms of section 151(3) of the Act, when determining an appropriate fine, the Tribunal must consider:
 - (i) the nature, duration, gravity and extent of the contravention;
 - (ii) any loss or damage suffered as a result of the contravention;
 - (iii) the behaviour of the respondent;
 - (iv) the market circumstances in which the contravention took place;
 - (v) the level of profit derived from the contravention;
 - (vi) the degree to which the respondent has cooperated with the National Credit Regulator, and the Tribunal; and
 - (vii) whether the respondent has previously been found in contravention of this Act.

CONSIDERATION OF THE FACTS

20. At the hearing, the Respondent requested the Tribunal to confine itself to the papers and disregard any submissions that fall outside the papers. In particular, to matters which have not prescribed.

Failure to conduct proper affordability assessments

21. Regarding the failure to conduct proper affordability assessment and take reasonable steps to assess the consumers’ debt repayment history, the Respondent denied this allegation and submitted that it is contacted by consumers through a consultant or telephonically. This was not the case with the Complainant.
22. It appears from the evidence that the Respondent solicits its clients through its agents who drive around neighbourhoods and offering its services mainly to domestic workers. It is the Respondent’s submission that, in so far as bank statements and proof of income are concerned, none of the consumers of the loan agreements investigated by the Applicant, had any proof of income or bank statement.

23. Section 81(1) of the Act provides that – “a credit provider may determine for itself the evaluative mechanisms or models and procedures to be used in meeting its assessment obligations under section 81, provided that any such mechanism, model or procedure results in a fair and objective assessment and must not be inconsistent with the affordability assessment regulations made by the Minister”.
24. Since the enactment of the National Credit Amendment Act (NCAA) of 2014, a credit provider may use its own evaluative assessment mechanisms to determine a consumer’s financial means provided that such evaluative mechanisms result in a fair and objective assessment. Regulation 23A provides for these affordability assessment regulations (AAR.)
25. The Regulations mentioned refer, in particular, to Regulation 23A (4) of the Act which makes provision for three types of consumers in regards to the assessment and validation of a consumer’s affordability and provides that:
- “A credit provider must take practicable steps to validate gross income, in relation to –*
- (a) consumers that receive a salary from an employer:
 - (i) latest three (3) payslips; or
 - (ii) latest bank statements showing latest three (3) salary deposits;
 - (b) consumers that do not receive a salary as contemplated in (a) above by requiring:
 - (i) latest three (3) documented proof of income; or
 - (ii) latest three (3) months bank statements;
 - (c) consumers that are self-employed, informally employed or employed in a way through which they do not receive a payslip or proof of income as contemplated in (a) or (b) above by requiring:
 - (i) latest three (3) months bank statements; or
 - (ii) latest financial statements.”
26. Both the NCAA and the AAR became effective on 13 March 2015 and are applicable on current and prospective consumers as well as on all credit providers, thus including the Respondent and credit agreements to whom the Act applies. The evidence shows that, the Respondent did not obtain a single month’s bank statement and a payslip of any consumer. The Respondent also failed to utilize the minimum expenses norm when calculating the existing financial obligations of a consumer. This is in contravention of Section 81(2) of the Act read with Regulation 23A.

27. It is the purpose of the Act[6] to promote and advance the social and economic welfare of South Africans by promoting the development of a credit market that is accessible to all South Africans, and in particular, to those who have historically been unable to access credit under sustainable market conditions. (my emphasis)
28. The lack of a salary slip or bank statement should not preclude consumers from applying for and accessing credit, and similarly, creditor's from conducting affordability assessments by self-devised mechanisms, models or procedures as permitted by Section 82(1) of the Act; provided that any such mechanism, model or procedure results in a fair and objective assessment; and must not be inconsistent with the affordability assessment regulations made by the Minister of Trade and Industry (the dti)[7].
29. No such alternative means were submitted by the Respondent in response to this allegation, rather that it did not need to conduct a check into the consumer's debt-repayment history as neither had previous loans with the Respondent. The affordability assessment was therefore limited to discretionary and household income as provided by the consumers.
30. It also appears from the Applicant's papers that the Respondent did not extend its assessment to the credit bureaus and the Respondent did not support nor refute this allegation.
31. As it appears from the evidence adduced, the bulk of the Respondent's customers are in informal employment, and were not able to produce bank statements or financial statements; as it were. It is the Tribunal's view that in the absence of a bank statement or salary slip, the Respondent should have exhausted other means to adequately ascertain the consumers' debt repayment history in an effort to conduct a thorough affordability assessment prior to granting credit.
32. In *Truworths Limited v The Minister of Trade and Industry* (The South African Human Rights Commission Amicus Curiae) 2018 JDR 0444 (WCC), the court held that Regulation 23A(4) was discriminatory against "a section of the population that represents the less privileged, and probably also many disadvantaged persons"; and that this Regulation falls foul of section 14(2) and 14(3) of the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000." As a result, the court set aside Regulation 23A(4).
33. In as much as Regulation 23A(4) was recently set aside, and argued by the Respondent that this decision has application in this case, the latter decision has no effect on the present case before the Tribunal because, it is clear from a reading of the Act and the AAR that a credit provider must meet the statutory requirements applicable at the time when it comes to assessing a consumer financial means. Furthermore, this Regulation requires that a proper proof of income of applicants should at all times have been obtained because it is crucial in any form of credit lending.

34. In light of the above, the Tribunal is of the view that the Respondent's means of assessing affordability were not adequate to satisfy itself of the consumer's ability to repay the loans and therefore extended credit recklessly.

Delivery and Pick-Up Fees

35. The Applicant argues that the Respondent is in repeated contravention of Sections 90(1), 90(2)(a)(i), 90(2)(b) along with Sections 101(1) and 100(1)(a) in that the Respondent charges consumers delivery/pick-up fees on credit agreements.
36. The Respondent's position is that the delivery/pick is an optional fee which the consumer may elect if they wish to make use of the service. The Respondent further submits that the fees are reasonable fees for transportation to cover fuel expenses and thus qualified by the word "fuelling" in Section 102(1) of the Act.
37. Section 90(1) provides that a credit agreement must not contain an unlawful provision.
38. Section 90(2)(a) goes on to prohibit credit agreements from having a general purpose or effect to defeat the purpose or policies of the Act; deceive the consumer; and subject the consumer to fraudulent conduct.
39. Section 90(2)(b) on the other hand, holds that a provision of a credit agreement is unlawful if it directly or indirectly purports to, inter alia, waive or deprive a consumer of a right set out in the Act; avoid a credit provider's obligation or duty in terms of the Act; setting aside or overriding the effect of any provision of the Act; or authorise a credit provider to do anything that is unlawful in terms of the Act or failing to do anything that is required in terms of the Act.
40. Section 100 (1)(a) of the NCA provides, that a credit provider must not charge an amount or impose a monetary obligation on the consumer in respect of a credit fee or charge prohibited by the Act.
41. Section 101(1) provides, as fully contemplated in the Act, that a credit agreement must not require payment by the consumer of any money or other consideration, except
- (a) the principal debt;
 - (b) an initiation fee;
 - (c) a service fee;
 - (d) interest;
 - (e) cost of any credit insurance provided in accordance with section 106;
 - (f) default administration charges; and
 - (g) collection costs

42. In *NCR v Lewis Stores (Pty) Ltd*[8], the Tribunal when considering the lawfulness of club fees charged by the Respondent in the matter, Lewis Stores, stated that:
- “The signing off on club membership fees to a club established and owned by the Respondent is rather not in keeping with the spirit of this section. The argument that consumers are free to choose whether to join the Respondent’s Club and pay an extra R25.00 per month is in itself missing the point that the vulnerable consumer could be pressured by the need to have a credit application approved and feel normed into joining the said club and spending money that could have gone some way to pay off the actual credit agreement.”*
43. In light of the above matter, it is my view that the Respondent did not fully canvass the details of the delivery/pick-up fees with consumers, which can be more evidently seen with the Complainant who was happy to have been approached with the loan offer, and as stated in *NCR v Lewis Stores*, “could have been pressured by the need to have the credit application approved.”
44. It suffices to say that this optional service is in benefit of the Respondent who may, in place of transferring the loaned amount electronically, insist on delivering and picking up monies owed to it. If it is indeed an optional service, it should be charged independent of the credit agreement lest it be included as part of the credit cost.
45. It should be noted therefore, that the Respondent charges the aforementioned fees every time it collects monies from consumers, as is seen more fully in the case of the Complainant. It is evident from the facts, that the Respondent calculates the fees as a cost of credit, provided for in Section 101(1) of the Act but masks it as a fee contemplated in Section 102(c) of the Act. The Respondent charged pick-up fee of R70 on 5 December 2015 when it deemed the Complainant to be in default; and charged another pick-up fee of R70 on 14 January 2015 after the Complainant paid R240, a portion of the balance of R830.[9] It is evident in the papers, the Respondent charged default and pick-up fees simultaneously in each instance where the Complainant remained unable to repay the outstanding balance in single instalment within 31 days.
46. This was detrimental to this vulnerable consumer who remained indebted to the Respondent. The Complainant could not afford to pay the interminable loan amount to the value of R830 at once within 31 days as required by the Respondent. As the consumer failed to repay the outstanding balance in full, the Respondent kept adding R170 and R70 every month for default and pick-up respectively.
47. In respect of fuelling costs, Section 102(c) envisages an initial charge and not continuous charges as has been the practice of the Respondent. It is the Tribunal’s view that the Respondent chose to be selective in its interpretation of fuelling charges and its argument that the fees are not in contravention of the Act is therefore rejected.

Forms not in the prescribed manner

48. The Applicant argues that the Respondent's pre-agreement statement and quotation are not in the prescribed form, and thus, in contravention of Section 92 read with Regulation 28(1) of the Act.
49. Section 92(1) provides that a credit provider must not enter into a small credit agreement unless the credit provider has given the consumer a pre-agreement statement and quotation in the prescribed form. Furthermore, Regulation 28(1) provides that it must be in the format set out in Form 20 of the Regulations.
50. On view of the Respondent's pre-agreement quotes, it appears that Clause 6 of the pre-agreement quotes seeks to waive the common law rights of consumers. It is also in direct conflict with the Act and is an unlawful provision.

Record keeping and delivery of copies of agreements

51. In respect of the contravention of Section 93 read with Regulation 30(1)[10]; and Section 170 read with Regulation 55(1)(b)(vi)[11] of the Act, Applicant submits that the Respondent is in contravention of the said sections; however, it is the Tribunal's view that the Applicant has failed to demonstrate in its papers and before us how the Respondent has contravened the aforementioned sections of the Act.
52. In addition to the copies of agreements, the Tribunal notes that the Respondent failed to provide consumers with statements clearly stipulating their debt and repayment, albeit that the consumers were considered to be in default when they did not repay the loan in one instalment.
53. I am therefore of the view that the Respondent did not explain that the loan ought to be repaid in a single instalment
54. The Respondent's submissions fall flat in this regard must therefore be rejected.

CONSIDERATION OF THE APPROPRIATE PENALTY

55. The Applicant prayed for a fine of R1 000 000 or 10% of the Respondent's annual turnover during the preceding financial year.
56. In terms of section 151(3) of the Act, when determining an appropriate fine, the Tribunal must consider the following factors:

Nature, duration and extent of the contravention

56.1 The contraventions by the Respondent are of a serious nature and occurred over a significant period of time, showing a callous disregard for legislation as a regulated entity in terms of the Act, and for the rights of consumers. The Tribunal views dimly any conduct that seeks to exploit consumers in general.

Loss or damage suffered as a result of the contravention

56.2 The consumers have suffered as a result of the prohibited conduct of the Respondent by deploying delivery and collection practices that created an onerous burden on consumers.

Behaviour of Respondent

56.3 The Respondent appears to have co-operated with the Applicant during the investigation.

56.4 The Respondent vehemently refutes any prohibited conduct on its part and argues that the proposed cancellation is not a reasonable or appropriate sanction as it is not in proportion to the prohibited conduct.

56.5 Moreover, the Respondent asserts that the proposed sanction to refund consumers of excessive fees charged is not justified as fuelling charges are authorised by the Act.

56.6 The fact that the Respondent elected to become a registered credit provider is indicative that the Respondent was aware of the prescripts of the Act, and blatantly disregarded these as it conducted its business. Its business model is exploitative and detrimental to consumers. This is evident in the pick-up fees charged importunately even when consumers are in default; in addition to the default charge.

Market circumstances in which the contravention took place

56.7 The Respondent appears to target unsuspecting consumers, many of whom are domestic workers. Under these market circumstances, it suffices to say that the consumers may not have been educated about their rights relating to access to credit, and related regulatory provisions.

Level of profit derived from contraventions

56.8 The Applicant has not quantified the amount of profit derived by the Respondent from the practice. The Applicant merely relied on the potential impact that this practice would have on vulnerable consumers such as domestic workers.

56.9 In the absence of financial statements, it is not possible to approximate the financial value derived from the relevant business. However, in light of the evidence led before the Tribunal regarding the charges levied on consumers, the Respondent made considerable profit from its business.

Degree to which Respondent has cooperated with the National Credit Regulator

56.10 The Respondent appears to have cooperated with the Applicant.

Whether the Respondent has previously been found in contravention of the Act

56.11 There is no evidence to suggest that the Respondent has previously been found to be in contravention of the Act. The nature of the contraventions, however, indicate that the conduct of the Respondent has been ongoing for a substantial period prior to the investigation and thus affecting many of its consumers.

57. Section 151 of the Act allows the Tribunal to impose an administrative fine not exceeding the greater of 10% of the Respondent's annual turnover during the preceding financial year; or R1 000 000.00.
58. The Applicant did not provide any evidence as to the turnover of the Respondent. Having considered the level of cooperation of the Respondent, and the fact that it is the first contravention of the NCA by this Respondent, the Tribunal is of the view that the fine is not warranted.

CONCLUSION

59. The Applicant prayed for an order cancelling the registration of the Respondent as a credit provider in terms of Section 57(1)(a) of the Act.
60. The evidence submitted by the Applicant clearly indicates that the Respondent has engaged in prohibited conduct in repeated contravention of the provisions of the Act dating as far back as 2015.
61. It cannot be ignored that the Respondent has cooperated with the Applicant in its investigations and has not been previously found to be in contravention of the Act.
62. In light of the afore-going, the Tribunal is of the view that the cancellation of the Respondent's registration would be disproportionate to the degree of its contraventions as would be the imposition of an administrative fine.

ORDER

63. Accordingly, for the reasons set out above, the Tribunal makes the following order:
- 63.1 The Respondent's repeated contravention of the provisions of the Act and Regulations is declared prohibited conduct;
- 63.2 The Respondent is ordered to refund all consumers who were, from 2015 to date, charged delivery and/or pick-up fees by 31 October 2018;
- 63.3 The Respondent is to appoint a registered auditor at its own costs within a period of three months of the date of this judgment to assess all past and current credit agreements for the charging of excess fees;
- 63.4 The audit is to be completed within a period of three months after the auditor has been appointed. The consumers are to be refunded with the additional fees charged within three months after the audit has been completed; and
- 63.5 The Applicant must be provided with a status report on the entire process on a monthly basis.
- 63.6 There is no order as to costs.

Signed in Centurion on this 2nd day of July 2018

Nomfundo Maseti

Tribunal Member

Ms Penelope Beck (presiding member) and Mr Trevor Bailey (tribunal member) concurring.

- [1] Complainant insists that she requested and receive, in cash, an amount of R300, while the Respondent stated R400 in the loan form.
- [2] Papers stated two dates for delivery of the original cash amount, namely: 23 November 2015 and 1 December 2015.
- [3] This form is marked Quote No: 37601; unsigned by the Complainant. The Respondent wrote “Put in Postbox” under customer signature.
- [4] Conducted on 3 November 2015.
- [5] This new loan balance includes another R170 default fee and R70 delivery /pick-up fee added on 14 January 2016, after the Complainant paid R240.
- [6] Section 3 of the Act
- [7][7] In particular, Regulation 23A of the Regulations of the Act
- [8] NCT/41671/2016/140(1)
- [9] The Respondent charged both default and pick-up fees irrespective of payment made by the Complainant so long the total balance is not settled in full. As it appears from the Form completed on 14 January 2016, the payment period of 31 days is disregarded if the customer remains in default, the outstanding balance was now due within 18 days following R240 paid on 14 January 2016.

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZANCT/2018/47.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/national-credit-regulator-v-tengizak-unknown-topic-anct-2018>

Prepared on 10 October 2026 · Esheria